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UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

BRICKLAYERS LOCAL NO. 3 PENSION
 TRUST, et al.,

Plaintiffs,

v.

DONGHUA XU, individually and dba UNITED
 TILE & MARBLE CO.,

Defendant.

Case No.: C13-4593 JSW

**PLAINTIFFS' REQUEST TO
 CONTINUE CASE MANAGEMENT
 CONFERENCE; [~~PROPOSED~~] ORDER
 THEREON**

Date: August 29, 2014
 Time: 11:00 a.m.
 Location: 450 Golden Gate Avenue, San
 Francisco, CA
 Courtroom: 11, 19th Floor
 Judge: Honorable Jeffrey S. White

Plaintiffs herein respectfully submit this Request to Continue the Case Management Conference, currently scheduled for August 29, 2014, for approximately sixty (60) days. Good cause exists for the granting of the continuance as follows:

1. As the Court's records will reflect, this action was filed on October 4, 2013 to compel Defendant to comply with the terms of his Collective Bargaining Agreement.

2. Plaintiffs served the Complaint, Summons, and related court documents on Defendant on November 4, 2013. Defendant failed to file an Answer to the Complaint and Plaintiffs requested Entry of Default, which was entered by the court on December 12, 2013.

3. An audit of Defendant's payroll records for the time period from October 1, 2008 through March 31, 2013 showed that Defendant failed to report and pay required contributions for several of his employees in the years 2008 and 2009.

1 4. The amount Defendant owed on the audit was revised after Plaintiffs received
 2 documentation from Defendant, namely W-2 forms, which showed that a portion of the hours due
 3 on the audit had been paid. The amount owed on the audit was further revised after Plaintiffs
 4 received declarations from two (2) of Defendant's employees, which stated that the hours worked
 5 in 2009 were spent performing home remodel work on Defendant's personal residence and did not
 6 involve any work covered by the Collective Bargaining Agreement. Therefore, the employees
 7 agreed that they would not pursue any fringe benefit contributions or pension credit for the hours
 8 worked in 2009 on the home remodel.

9 5. Thereafter, Plaintiffs sent Defendant several letters advising him of the total
 10 amount owed to Plaintiffs, including the amount remaining due on the audit, plus attorneys' fees
 11 and costs incurred in this action, which Defendant is required to pay pursuant to the Collective
 12 Bargaining Agreement.

13 6. Defendant failed and refused to pay the amounts due to Plaintiffs.

14 7. On June 20, 2014, the Court granted Plaintiffs' Request for a Continuance of the
 15 Case Management Conference to allow sufficient time for Plaintiffs to make a final attempt to
 16 resolve this matter informally with Defendant. The Case Management Conference was
 17 rescheduled to August 29, 2014.

18 8. Plaintiffs sent a final demand letter to Defendant requesting payment of amounts
 19 due to Plaintiffs. Defendant failed and refused to pay the amounts owed to Plaintiffs. Therefore,
 20 Plaintiffs will prepare and file a Motion for Default Judgment against Defendant.

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